

CONTRACT
BETWEEN THE
BOARD OF EDUCATION OF GREEN BROOK
THE TOWNSHIP OF GREEN BROOK, NEW JERSEY
AND
THE GREEN BROOK EDUCATION ASSOCIATION

July 1, 1981 - June 30, 1983

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PREAMBLE

This Agreement entered into as of the 1st day of July 1981 by and between the BOARD OF EDUCATION OF GREEN BROOK, THE TOWNSHIP OF GREEN BROOK, NEW JERSEY, hereinafter called the "Board", and the GREEN BROOK EDUCATION ASSOCIATION, hereinafter called the "Association".

ARTICLE 1

RECOGNITION

The Board hereby recognizes the Association as the present exclusive representative for collective negotiation concerning the terms and conditions for employment for the following personnel under contract or on leave:

Classroom Teachers

Nurses

Guidance Counselors

Librarians

Social Workers

School Psychologist

Supplemental Teachers

Title I Teachers

Resource Room Teachers

Compensatory Education Teachers

Home School Counselors

Remedial Reading Specialist

Learning Disabilities Specialist

Speech Therapist

Bus Drivers

Custodial Employees

Secretarial Employees

Excluding Head Custodian, the secretarial/clerical staff employed in the offices of the Superintendent of Schools and the Board Secretary/Business Administrator.

Except for bus drivers employed by the Board, this Agreement does not include part-time, casual or seasonal employees in such service occupations. By way of illustration and not by way of limitation, it does not include any part-time employee, help employed through the C.E.T.A. or like programs, summer employment for grounds or building work, students who may be used through the C.I.E. program, substitutes, or any temporary employee utilized through a temporary employment agency.

Unless otherwise indicated, the term "employees", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined and reference to male employees shall include female employees. The following Articles apply in their entirety, without modification, to "compensatory education teachers": Articles 2, 3, 6, 19, 24, 25, 27, 28, 31, 32 and Exhibits 3 and 4. Other provisions of this Agreement which relate to teachers contain specific reference as to their application, if any, to "compensatory education teachers".

ARTICLE 2

NEGOTIATION PROCEDURE

At the beginning of the final school year covered by this Agreement, and within the time prescribed by the Public Employment Relations Commission, and provided the Association remains the majority representative of the employees covered by this Agreement, the parties agree to enter into negotiations in a good-faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of employment.

When an agreement is reached on the terms and conditions of employment, it shall be embodied in writing and signed by the authorized representatives of the Board and Association.

This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance:** a "grievance" is a claim by an employee or the Association based upon the interpretation, application, or alleged violation of this Agreement, policies or administrative decisions affecting such employee or a group of employees.
2. **Aggrieved Person:** an "aggrieved person" is an employee or employees, or in the case of a group grievance as defined in Section G. 1 of this Article, the Association acting on behalf of a group or class of employees, having a personal or pecuniary interest or property right allegedly adversely affected by the interpretation, application or alleged violation of this Agreement, policies or administrative decision, and making the claim.
3. **Party in Interest:** a "party in interest" is the aggrieved person or persons making the claim or any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees or a group of employees from the interpretation, application, or alleged violation of this Agreement, policies or administrative decisions. The parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. The parties further agree that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

D. 1. Any individual employee shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels. With respect to his personal grievances he shall have the right to present his own appeal or designate representatives of the Association or other persons of his own choosing (other than representatives of a minority employee organization) to appear with him or for him at any step in his appeal after Level 1 set forth in Section E of this Article.

2. When an employee not represented by the Association in the processing of a grievance, the Association shall, at level 2 set forth in Section E of this Article, or at any later level:

- a. Be notified in writing by the Administration that the grievance is in process.
- b. Have the right to be present and to present its position in writing at all hearing sessions held concerning the grievance.
- c. Receive a copy of all decisions rendered.

3. All grievances must be presented at level 1 as set forth in Section E of this Article within thirty (30) calendar days from the date the cause of the grievance occurs. In the event a grievance is filed at such time that it cannot be processed through all the levels of this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year could result in irreparable harm, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

E. 1. Level 1 - Any aggrieved person shall discuss his grievance first with his principal or immediate superior in an attempt to resolve the matter informally.

2. Level 2 - If the grievance has not been resolved to the aggrieved person's satisfaction at level 1 within five (5) school days after the grievance has been discussed with the principal or immediate superior, he may within five (5) additional school days thereafter, either individually or through his designated representative, set forth his complaint in writing to the principal if a teacher or a secretary or to the Board Secretary if a custodian or a bus driver. The principal

or the Board Secretary shall communicate his decision in writing to the aggrieved person within three (3) school days of receipt of the written complaint.

3. Level 3 - The aggrieved person may, either individually or through his designated representative, appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing within (a) fifteen (15) school days after receipt of the principal's written decisions, or (b) not less than three (3) nor more than eighteen (18) school days after filing of the grievance with the principal if no written decision has been communicated by the principal, such written appeal must set forth the grounds upon which grievance is based. He shall attempt to resolve the matter as quickly as possible but in any event a period not to exceed ten (10) school days. The Superintendent shall confer with the aggrieved person and his or her designated representative. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the aggrieved person and to his designated representative, if any, and to the principal, within ten (10) school days after receipt of the written appeal.
4. Level 4 - If the grievance is not resolved to the aggrieved person's satisfaction at Level 3, he may, either individually or through his designated representative, request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools within (a) ten (10) school days after receipt of the Superintendent's decision, or (b) not less than ten (10) nor more than twenty (20) school days after filing of the appeal with the Superintendent if no written decision has been communicated by the Superintendent. Upon receipt of such written request the Superintendent shall attach all related papers to it and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the aggrieved person if so requested by the aggrieved person, and render a decision in writing not later than 45 days following submission of the grievance, unless all parties to the grievance shall agree that such written decision may be delayed until another mutually agreed date.
5. Level 5 - In the event that the grievance is not resolved by the review of the Board of Education as described in level 4 and provided the grievance concerns disagreement with respect to the interpretation of, application, or violation of the Collective Bargaining Agreement between the Green Brook Board of Education and the Green Brook Education Association, and not administrative decision, Board policies, or withholding of increments, then aggrieved employee may elect to have the matter referred for binding arbitration by filing a written request for arbitration with the appropriate agency and Secretary of the Board of Education within ten (10) school days after the fourth level answer or the time specified for the fourth level answer.

The request for arbitration shall be submitted to the American Arbitration Association (AAA) or Public Employment Relations Commission (PERC) under the Voluntary Arbitration Rules of the American Arbitration Association. The arbitrator shall thereupon conduct a hearing to determine the facts and make a recommendation to the parties for the resolution of the grievance.

The recommendation of the arbitrator shall be binding on the parties. In no event shall the recommendation have the effect of adding to, modifying, or amending the provisions of this Agreement, nor shall it be contrary to any applicable statute or rules and regulations of the State Board of Education or the Commissioner of Education. The fees of the arbitrator and the expenses of the hearing shall be shared equally by the Association and the Board but each party shall be responsible for its own expenses with respect to the hearing.

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

- G. 1. If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at level 3.
2. All documents, communications and records dealing with the processing of a grievance, other than official records, shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall, to the extent possible be conducted in private and to the extent possible, shall include only parties in interest and their designated or selected representatives, heretofore referred to in the Article.
- H. The Association agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employment), work stoppage, slowdown, walkout or other action against the school district. The Association agrees that such action would constitute a material breach of this Agreement. The Association further agrees during the term of this Agreement that it will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.
- I. The School Board agrees that during the term of this Agreement, neither the Board nor any of its agents will cause, authorize or support the locking out of the employee in this bargaining unit.

ARTICLE 4

MANAGEMENT RIGHTS CLAUSE - SUPPORT STAFF

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations; (a) to direct the support staff of the school district; (b) to hire, promote, transfer, assign, and retain support staff in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against support staff; (c) to relieve employees from duty because of lack of work or for other reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 5

EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Law 1968, and except as provided therein, the Board of Education hereby agrees that every employee of the Board shall have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from such activity.
- B. No teacher shall be disciplined, reduced in compensation, or given an adverse evaluation of his professional services, without good cause. Any such action, asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

This section shall not apply to a non-tenure teacher or a compensatory education teacher not being reemployed or to the appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

ARTICLE 6

ASSOCIATION PRIVILEGES

- Whenever any teacher representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- The Board agrees to provide to the Association upon reasonable request all information within the possession of the Board which the Association requires to carry out its obligations as majority representative during the negotiations process and in the investigation of grievances.
- 7. Association representatives shall not leave their respective work places during their scheduled working hours for the purpose of transacting Association business.
- 8. 1. The Board shall not pay Association representatives for time lost during their regular working hours except for time lost to attend meetings which are held at the specific request of the Board or its designee. Compensation for time lost to attend meetings held at the specific request of the Board or its designee shall be at straight-time hourly rates.
- 2. It is expressly understood that quarterly meetings, grievance meetings, arbitration, court or other hearings before any governmental agency or body and negotiations for labor agreements shall not be considered as meetings held at the specific request of the Board or its designee for the purpose of D. 1. above as it applies to support staff.
- 3. a. For the purpose of D. 1. above, the Board shall compensate teaching staff unit members, either through approved personal business leave or payment, for up to a total of ten (10) unit member days per school year under the following formula for time lost to participate in court or other hearings before any governmental agency or body. This total of ten (10) days is the total for all unit members. It does not mean that each member may receive ten (10) days. The formula requires that:
 - (1) A teaching staff unit member participating in a meeting as defined in D.3.a. must use any personal days available to him or her under Article 18 D.
 - (2) If a teaching staff unit member has no available personal business days, the Board will compensate him or her at the rate of the teacher's pay minus the substitute rate in effect.
 - (3) The Association President is not required to utilize his or her personal days in order to qualify for compensation under the terms of D.3.a.(2) above. However, compensation paid to the Association President under D.3.a.(2) is includable in the ten (10) day limit set forth in D.3.a.
 - (4) These provisions apply to the first ten (10) days used in each school year by teaching staff unit members for the meetings defined in D.3.a.
- b. Compensation under D.3.a. above will be made in no less than half-day blocks of time.
- 9. Secretaries and custodial unit members shall be granted one (1) hour period for any contract ratification meeting of the Association. Employees desiring to attend such a meeting shall be required to clock-out and clock-in. The employee will have the option of either making up the hour at the conclusion of that work day or forfeiting an hour's pay. Van drivers are not covered by these provisions.

ARTICLE 7
WORK YEAR

- A. The Board agrees to review the School Calendar for the coming school year with the teachers and to take into consideration the recommendations of the teachers prior to finalizing the calendar.
- B. The maximum of teacher work days shall be 184 days. The in-school work year for teachers shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
- C. The scheduled school days immediately preceding Thanksgiving and Christmas shall be one-session days.
- D. Parent-teacher conferences in the elementary school shall occur on the Monday and Tuesday evening of Thanksgiving week. Each of these days shall be one-session days. Conferences shall also occur on either Monday or Tuesday afternoon of the same week. The individual teacher may choose which afternoon he or she is available for such conferences. In the event that no conferences have been requested by parents for any one of these scheduled conference periods, the teacher shall not be required to remain.
- E. Parent-teacher conferences in the high school shall occur on the Tuesday afternoon and evening of Thanksgiving week. This day shall be a one-session day.
- F. Faculty and other after-school meetings, with the exception of extracurricular activities, shall not exceed five (5) per month. Such meetings shall not exceed one (1) hour in length. Except in the case of emergency, such meetings shall not be held on Fridays, or the work day immediately preceding a holiday or vacation period.

ARTICLE 8
TEACHER EMPLOYMENT

- A. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30, and will sign their contracts by the dates set by law.
- B. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- C. Summer curriculum positions shall be posted by April 15 and filled by May 15 of each year.
- D. Area facilitator positions shall be posted by April 30 each year and positions shall be filled by June 10 of each year.

ARTICLE 9
HOURS OF WORK AND OVERTIME - SUPPORT STAFF

- A. Standard Work Day and Work Week. Twelve-Month Clerical Employees. The standard work day (regularly scheduled) shall consist of eight (8) hours and the standard work week (regularly scheduled) shall consist of forty (40) hours, but this provision shall not be construed as guaranteeing to any employee any number of hours of work per day or days of work per week or pay in lieu thereof. During the standard eight (8) hour work day the clerical employee will be scheduled for a forty-five (45) minute lunch period with pay.

- B. Standard Work Day and Work Week. Twelve-Month Custodial Workers. The standard work day (regularly scheduled) shall consist of eight (8) hours and the standard work week (regularly scheduled) shall consist of forty (40) hours, but this provision shall not be construed as guaranteeing to any employee any number of hours of work per day or per week or pay in lieu thereof. During the standard eight (8) hour work day the custodial employee will be scheduled for a thirty (30) minute lunch period without pay.
- C. Standard Work Day and Work Week. Bus Drivers. The bus drivers will work hours and days scheduled.
- D. Work Week for the purpose of computing compensation under this contract:
 - 1. The term "work week" shall mean seven (7) consecutive days starting at 12:01 A.M. Monday of each week.
- E. Overtime Pay - Weekdays. One and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay shall be paid for all hours worked:
 - 1. In excess of eight (8) hours in any one work day.
 - 2. In excess of forty (40) hours in any one work week.
- F. Overtime Pay - Saturday. One and one-half ($1\frac{1}{2}$) times the clerical and custodial employee's rate of pay shall be paid for all hours worked on Saturday.
- G. Overtime Pay - Sunday. Two (2) times the clerical and custodial employee's rate of pay shall be paid for all hours worked on Sunday.
- H. Overtime will normally only be assigned to those employees requesting it. The parties recognize that there are unusual circumstances which require the assignment of overtime by the Board or its administration.
- I. Pay for Holiday Work. An eligible clerical or custodial employee shall be paid one and one-half ($1\frac{1}{2}$) times his regular rate of pay for all hours worked on the holidays listed in Article 20, plus eight (8) hours holiday pay.
- J. Non-Pyramiding. If an employee shall be entitled to overtime or premium compensation under more than one provision of this contract for any time worked by him, he shall be paid for such time at the highest rate applicable under any of such provisions, but hours compensated for at overtime or premium rates shall not be counted further in determining overtime or premium liability under the same or any other of such provisions.

ARTICLE 10

HOURS OF WORK - TEACHERS

- A. Elementary school teachers shall receive a lunch period of at least forty-five (45) minutes (duty free) per full school day and high school teachers shall receive a lunch period of at least twenty-five (25) minutes (duty free) per full school day.
- B. The Board may require teacher attendance at no more than three (3) evening meetings per year.
- C. The present practice of preparation time for elementary school teachers shall continue. Full-time elementary school teachers will be provided at least four (4) preparation periods per week. High School teachers shall receive preparation time each day in an amount equivalent to a teaching period.
- D. Teachers who are required to cover a class or if a specialist does not cover a teacher's class as scheduled will receive \$9.00 for each such period.

E. Unauthorized Absence

1. Each staff member, when absent from his/her position for any reason whatsoever, shall give immediate notice to his/her Principal or Supervisor or designee stating the reason for the absence and its probable duration.
2. Any staff member who shall be absent from his/her position, other than as a result of approved leave in accordance with the Collective Bargaining Agreement between the Board of Education and the Green Brook Education Association, shall be considered on an unauthorized absence and shall have deducted from salary the following:
 - a. 1/200th of his/her annual salary for each full day of absence
 - b. 1/7th of a full day's salary (1/200th) for each teaching period or portion thereof in instances where a full day's absence has not occurred.
3. An unauthorized absence for a portion of a teaching period shall be construed as an absence for the entire teaching period. In the event a duty-free period immediately follows the class from which the teacher was absent, the reduction in pay shall extend only through the end of the teaching period in which the teacher reports for duty.
4. Each staff member shall report for assignment to his/her Principal or Supervisor or designee immediately upon his/her return from any unauthorized absence.

ARTICLE 11

SALARIES - TEACHERS

- A. The salaries of all teachers covered by this Agreement are set forth in the Approved Salary Guide, hereto attached as Exhibits 1 and 2, except when the employment increment, or the adjustment increment, or both, are withheld.
- B.
 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.
 2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 3. Pay days shall be on the fifteenth day and the last school day of the month.
 4. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their pay check on the last previous working day.
 5. A teacher shall receive his final check and pay schedule for the following year on the last working day in June after he has completed all his assigned duties.
 6. Pay day for summer school employees shall be in two (2) equal installments. The first installment will be on the last working day prior to mid-session and the second installment will be on the last working day of the summer session.
- C.
 1. A teacher employed to teach summer school in any grade or grades to and including 12th, during summer session shall be paid \$1,150.00 for a six-week, four-hour day teaching assignment.
 2. The Summer School Director shall receive \$1,450.00 for the summer session.
 3. The compensation to be paid any such teacher employed for a shorter period or lesser hours shall be prorated based upon that compensation.
 4. The provisions of C. 1, 2 and 3 apply to compensatory education teachers if they fill such position.

- D. Area facilitators shall receive a stipend of \$600.00 for each full school year of appointment.
- E. Work performed in summer curriculum development shall be compensated at the rate of \$10.00 per hour. This provision applies to compensatory education teachers if they fill such positions.
- F.
 1. Employment and/or adjustment increments may be withheld in whole or in part for inefficiency or other good cause. In accordance with the following procedure:
 - a. The immediate superior and/or the Principal shall not forward any recommendation to withhold a teacher's increment, through the Superintendent, to the Board of Education unless the Principal has given to the teacher against whom the recommendation shall be made, written notice of the alleged causes for the recommendation, specifying the nature thereof with such particulars as to furnish the teacher an opportunity; where the particular cause or causes of performance admits of correction, to attempt to correct and overcome the same and/or to attempt to convince the immediate superior and/or the Principal that such recommendation should not be made.
 - b. If a recommendation to withhold a teacher's increment is forwarded to the Board of Education, the teacher shall be immediately advised of the fact.
 - c. Once a recommendation is forwarded to the Board of Education, the teacher may within ten (10) school days file a grievance which grievance shall be processed solely at level 4 and shall not be appealed to arbitration. The Board shall take no action on such recommendation until the grievance is heard by the Board according to the grievance procedure set forth heretofore in Article 3 at level 4.
 - d. The withholding of an increment shall result in the teacher remaining at the same salary guide level, if only the employment increment is withheld, or at the same salary, if both the employment and the adjustment increments are withheld, for the following year in which the action is taken.
 Ordinarily, such retention of a teacher at his previous salary shall not be readjusted and he shall annually receive such salary as shall reflect his actual employment service less the amount in dollars representing the increment or increments so withheld. The Board of Education shall review the performance of such teacher at least semi-annually and may, upon such review, reinstate any such teacher to a position on the salary guide correctly reflecting his actual employment service, including or not intervening adjustment increments, or, if more than one increment has been withheld, to such level as shall have the effect of restoring him to the position on the salary guide, including or not intervening adjustment increments, as he would have attained had any individual or, at the Board's option, series of individual employment and/or adjustment increments not been withheld.
 2. In order to be eligible for an increment, a teaching staff member must have worked more than one-half of the regular employment year. The phrase "worked" includes paid leave days.
- G.
 1. The additional compensation to be paid to teachers performing extracurricular activities for which such additional compensation is required, is set forth in Exhibit 3 and 4.
 2. "Extracurricular activities" as herein defined shall include those extracurricular activities which require extra time and effort over and above what may reasonably be encompassed within the teacher's regular duties: The fact that an activity may take place outside the regular classroom, or may involve activities or duties outside of the usual daytime hours, or both, shall not by itself make it an activity requiring extra compensation.
 3. The parties also recognize that the Board shall have the sole and final decision as to whether an extracurricular activity shall exist or not in the school system and the right to institute or discontinue an extracurricular activity without negotiation on that subject with the Association. It is agreed by the parties, however, that should an extracurricular activity not established at the time of execution of this Agreement, be established while this Agreement is in effect, they will negotiate whether or not extra compensation shall be required for such additional extracurricular activity, and amounts of such compensation, if any.

4. The provisions of G. 1, 2 and 3 apply to compensatory education teachers if they fill such positions.
- H. Compensatory education teachers will be compensated at the rate of \$10.00 per hour in 1981-1982 and 1982-1983.
- I. If a unit member performs home instruction, he or she will be compensated at the rate of \$10.00 per hour in 1981-1982 and 1982-1983.
- J. 1. Teaching staff members in the high school shall be considered full-day personnel if they are assigned to five (5) teaching periods per day. Those teaching staff members who teach less than five (5) teaching periods shall be compensated at a rate of:

$$\frac{\text{The number of teaching periods}}{7} \times \text{Salary guide rate}$$
2. Half-day teaching staff members in the elementary school shall be defined as those who work three and one-half (3½) hours per day.
3. "Compensatory education teachers" and per diem substitutes are excluded from the provisions of J. 1 and 2.

ARTICLE 12

RATES OF PAY - SUPPORT STAFF

- A. Rates of pay. The rates of pay and effective dates thereof applicable to the support employees covered by this Agreement are set forth in Exhibit 7, Schedules A and B.
- B. Except as otherwise provided in Section E. below, if any clerical or custodial employees shall be scheduled for work on any day and shall report for work at the time scheduled, he or she shall receive at least four (4) hours pay at his or her straight-time rate of pay. Under similar conditions a bus driver shall receive two (2) hours pay of his or her straight-time hourly rate of pay. For the purpose of this section a bus driver, clerical or custodial employee who is scheduled for work on a regular shift shall be deemed to have been called to work at the beginning of that shift unless he or she shall have been notified in advance not to report for work on that shift.
- C. Call Back. In the case where a bus driver after completing his or her regular schedule for that day and after he or she has left the school district, is called for emergency work, he or she shall be guaranteed a minimum of two (2) hours call-back pay, except as otherwise provided in Section E below.
- D. In the case where a bus driver is scheduled for work on a day when the District is closed, in order to transport students to another school district, he or she shall be guaranteed a minimum of three (3) hours pay, except as otherwise provided in Section E below.
- E. The provisions of Sections B., C. and D. shall not apply:
 1. In any case in which an employee at his own request or because of his own fault, shall not be put to work; or
 2. In any case in which an employee shall not be put to work or shall be laid off after having been put to work, by any reason of any strike or stoppage of work in connection with any labor dispute or for any other cause beyond the control of the Board; or
 3. In any case in which the Board, for reasons beyond its control, shall not be able to notify an employee not to report to work.
- F. Shift Differential. When the District operates on more than one shift such employee who is scheduled to work on the second shift shall be paid a shift differential of fifteen (15) cents per hour worked on the second shift. For purpose of applying the shift differential described

above, a second shift shall be identified as any shift scheduled to start between the hours of 3:00 p.m. and 11:30 p.m. All other shifts shall be considered as day shifts on which no shift differential shall be paid. It is understood the payment of shift differentials will be consistent with all overtime provisions of Article 9.

3. Responsibility of Employees. It shall be the responsibility of employees to keep the Board informed of their current address and telephone number.
4. Paydays. Clerical and Custodial Employees. One-half of the net regular monthly pay shall be made on the fifteenth day and the remaining one-half on the last working day of the month. When a payday falls on or during a holiday, or weekend, the employees shall receive their pay checks on the last previous working day.
5. Bus Drivers. All hourly employees shall be paid on a semi-monthly basis on the fifteenth and last working day of the month.
6. Vacation Payment. Employees may by written request, filed with the Secretary of the Board of Education thirty (30) days prior to their scheduled vacation, request an advance in pay for this period. Such advance may not equal the total net amount of monies due the employee for his vacation period. Said advance shall be made prior to the beginning of the vacation.
7. Overtime. Overtime shall be paid on the fifteenth of the month following the month in which it is accrued.
8. After the completion of the probationary period as outlined in Article 13 below, custodians hired at the first step shall be moved to the second step of the salary scale. Such custodians then move on the salary guide consistent with current practice.
9. Custodians are eligible for an increment if their performance has been determined to be satisfactory and if they were employed prior to January 1st.
10. Substitute callers shall be paid \$350.00 per year. The Board shall provide answering machines to substitute callers.
11. When a custodian is assigned the temporary duties of a head custodian for a week or more, he shall receive an additional stipend of \$5.00 per day retroactive to the first day of the assignment.

ARTICLE 13

PROBATIONARY PERIOD - SUPPORT STAFF

1. Newly-hired custodians and bus drivers and those hired after a break in continuous service will be regarded as probationary employees for the first sixty (60) days worked.
2. It is expressly understood that secretaries are in a probationary status for three (3) years. All regular and part-time non-tenured secretaries will be given contracts which provide thirty (30) days notice prior to termination by either party.
3. The Board, or its designee, shall have exclusive and final determination as to discharge or layoff within the probationary period. Any employee terminated for any reason during the probationary period shall not have recourse to the grievance procedure. The Board shall have no responsibility for the reemployment of a newly-hired probationary employee if he or she is terminated during the probationary period.

ARTICLE 14

SENIORITY - SUPPORT STAFF

- A. Seniority shall mean length of continuous active service with the School District and shall be cumulative on a unit-wide basis, provided that, if an employee now in the unit is transferred to a position outside of the unit and is later returned to a position within the unit, then and in such cases, such employees shall be credited, for seniority purposes, for such services outside of the unit.
- B. New employees retained beyond the probationary period shall be credited, for seniority purposes, with their length of service with the School District beginning with the original date of their employment.
- C. Seniority shall be applied in the following seniority units:
 - Clerical
 - Custodial
 - Bus Drivers
- D. An employee shall lose all seniority rights for any of the following reasons:
 - 1. Voluntary resignation.
 - 2. Discharge for cause.
 - 3. Failure of a laid off employee to return to work within five (5) working days after being recalled by registered mail, addressed to employee at his last known address, return receipt requested, unless prevented from returning by illness or disability, notice and proper proof of which shall be supplied to the employer, within said period of five (5) days.
 - 4. Failure to return to work immediately following recovery from illness or injury or following the end of a leave of absence or vacation, or absence for three (3) or more working days without notifying the employer, provided that such failure to report was not beyond the control of the employee.
 - 5. Layoff for a continuous period of one (1) year or more or for a continuous period equal to an employee's length of service, whichever is less.

ARTICLE 15

WORK FORCE REDUCTION - SUPPORT STAFF

- A. Application of Seniority - For the purposes of layoff, seniority in the separate units, clerical, custodial and bus drivers, shall govern provided that the senior employee has the ability and physical fitness to perform satisfactorily the work required.
- B. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Board by seniority unit, clerical, custodial and bus driver. The employee with the least seniority in each unit shall be laid off first and in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired. The provisions of the Article shall be subject to the provisions of the N.J.S.A. 18A. The provisions of Section B are also subject to the provisions of Section A of this Article.

ARTICLE 16

EMERGENCY CLOSINGS

- A. Bus drivers are hourly employees and are paid only for time actually worked. Accordingly, when school is closed for snow days or other emergency closing, the bus drivers are not paid.
- B. Snow days and other emergency closing days when student attendance is cancelled are considered regular work days for all secretarial and custodial employees and regular work schedules shall be worked on such days.
- C. During inclement weather, secretaries shall be permitted to utilize their accrued vacation time if they are unable to get to work.

ARTICLE 17

TEMPORARY LEAVES OF ABSENCE - SUPPORT STAFF

- A. Personal illness. Paid sick leave shall be granted to all unit employees in accordance with the provisions of New Jersey Law, subject to the limitations of Article 19.A. For the purpose of this section, bus drivers shall be considered ten (10) month employees. Employees will receive a written account of sick leave by September 15.
- B. Funerals. Maximum of five (5) days per contract year per employee, non-cumulative, for the death of spouse, child, mother, father, guardian, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, grandmother, grandfather or grandchild, for the purpose of attendance of the funeral and attending to such details as may be required of the employee in connection with such death.
- C. Personal business. Maximum of two days per contract year, per employee, non-cumulative, to attend to legal and other personal business that cannot be cared for during non-working hours. The Superintendent of Schools shall be notified in writing at least five (5) days in advance of all requests for absences due to personal business. The Superintendent may require the employee to submit documentation to substantiate his request. The Superintendent at his discretion may approve or deny the employee's request for a leave of absence for personal business.
- D. Emergency day. The employee's immediate supervisor may, in his discretion, grant to any custodial or clerical employee one (1) emergency day per contract year, non-cumulative, should some unavoidable emergency occur necessitating the employee's absence from work. No more than one such emergency day shall be granted to any custodial or clerical employee in any contract year.
- E. Serious illness. Maximum of three (3) days per contract year, non-cumulative, for serious illness of members of the immediate family of custodial or clerical employees. Immediate family is defined as spouse, children, mother, father, or guardian who reside with the employee in his household. Serious illness is defined as one which requires hospitalization or is of an emergency nature. Leave granted under this provision is for the specific purpose of attending to the welfare of the sick person.
- F. Jury pay. An employee who is called for jury service shall be excused from work for the days on which he serves, and he shall receive for each such day of jury service on which he otherwise would have worked, the difference between his straight-time hourly earnings and the payment he received for jury service. Reimbursement will be made for a period not to exceed fifteen (15) working days. The employee will present proof of service and of the amount of pay received therefor. Bus drivers, as hourly employees, shall not be eligible for jury pay.

ARTICLE 18

TEMPORARY LEAVES OF ABSENCE - TEACHERS

The following policy is established by the Board of Education of the Township of Green Brook regarding teacher absences and days of absence which will be permitted for the period and under the conditions set forth, to wit:

A. 1. Personal Illness

- a. Pursuant to N.J.S.A. 18A:30-2, ten (10) school days per school year subject to the limitations of Article 19, A; any of said ten (10) school days not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years. In addition, pursuant to N.J.S.A. 18A:30-7, on additional two (2) school days per school year, not cumulative, if not used in the school year shall not be accumulative. In the use of sick days, cumulative and accumulated sick days shall be used first and the additional two (2) days, as aforesaid, shall not be used until all cumulative and accumulated sick days have been utilized.
- b. Teachers will receive a written account of sick leave by September 15.
- c. Compensatory education teachers are subject to the first sentence of A.1.a. and b. above.

- B. Funerals - Maximum of five (5) days per contract year, per teacher, non-cumulative, for the death of spouse, child, mother, father, guardian, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather or grandchild, for the purpose of attendance at the funeral and attending to such details as may be required of the teacher in connection with such death. The Superintendent shall have the authority, in his discretion, to permit a teacher to apply any such days to the death of a person not in any of the aforesaid named categories where the individual circumstances show a special relationship, whether blood or otherwise, between such teacher and such deceased. Additional days, exceeding the total of five days per teacher, per year, above set forth, may be granted at the discretion of the Superintendent upon written request.
- C. Visiting Days - Maximum of two days per contract year, non-cumulative, to visit other schools or to attend professional conferences.
- D. Personal Business - Maximum of two days per contract year, non-cumulative, to attend to legal and other personal business that cannot be cared for during non-working hours. The Superintendent shall be notified at least forty-eight (48) hours in advance, if possible, of all requests for absence due to a personal business.
- E. Emergency Day - The principal may, in his discretion, grant to any teacher on emergency day should some unavoidable emergency occur necessitating the teacher's absence from school. No more than one such emergency day shall be granted to any teacher in any single school year.
- F. Serious Illness - Maximum of three (3) days for serious illness of members of immediate family. Immediate family is defined as spouse, children, mother, father, or guardian. Serious illness is defined as one which requires hospitalization or is of an emergency nature. Leave granted under this provision is for the specific purpose of attending to the welfare of the sick person.
- G. Marriage - A maximum of one day, non-cumulative, will be granted for the wedding of an employee which takes place during the school year.

- H. Maximum permitted - Notwithstanding the gross total number of days which might be permissible under paragraphs A through G, both inclusive, above, the maximum total number of days permitted any teacher during a single school year, exclusive of any used sick days which may have been accumulated from prior year or years, shall not exceed 10% of the number of school days for the school year; provided, however, that the Superintendent shall have the authority in case of hardship or unusual circumstance, to permit a teacher to exceed such 10% limitations subject to the limitations of the individual paragraphs A through G.
- I. Other Reasons - Any absences granted for the reasons other than as stated in this Article, paragraph A through G, or in excess of the 10% limit defined in paragraph H above, will result in the deduction of 1/200 of the yearly salary for each day's absence.

ARTICLE 19

PERSONAL ILLNESS - MISCELLANEOUS

- A. Bargaining unit members employed after the beginning of the school year shall, at the time of employment, be credited with sick leave, in an amount proportionate with the number of months and portion of a month remaining in the school year.
- B. The Superintendent may require a statement from an attending physician of the employee certifying the nature of the illness and the necessity of the employee's absence under the following circumstances:
1. Any absence of more than three (3) consecutive days.
 2. Any situation in which the Board has reasonable cause to believe that there has been a misuse of sick leave. Such requirement shall not be arbitrary or capricious.

ARTICLE 20

HOLIDAYS - SUPPORT STAFF

- A. The Board agrees to grant all of the covered secretarial and custodial service employees the following holidays with a full day's pay at the employed regular straight-time rate of pay:

Independence Day

Labor Day

Columbus Day

Thanksgiving

Day After Thanksgiving

Christmas Day

New Year's Day

Martin Luther King's Birthday

President's Birthday

Good Friday

Memorial Day

Floating Holiday

- B. If either or both Columbus Day or Martin Luther King's Birthday is scheduled as an instructional day, an employee required to work will be given off a compensatory day. An employee desiring to take a compensatory day must notify his superior three (3) days in advance. Compensatory days will so far as practicable be granted at the time desired by the employee. The final right to allot the number of employees taking a compensatory day and to change such allotments is exclusively reserved to the Board in order to insure the orderly operation of the School District.

- C. Bus drivers are not eligible for holiday pay.

- D. In order to be eligible for holiday pay, an employee must satisfy all the following requirements:
1. He must have been in the employ of the Board at least thirty (30) working days prior to the occurrence of such holiday.
 2. He must work his last scheduled day prior to the holiday and his first scheduled day following the holiday even though days on which no work is scheduled may intervene and must work as scheduled on the holiday. An employee shall be excused from the requirements of this subparagraph (2) only if his failure to work is because of sickness or because of death in his immediate family or because of similar good cause.
- For the purpose of this subparagraph (2), a day for which an employee is given prior approval to be excused from work shall not be considered a scheduled work day.
- E. Floating Holiday. An employee desiring to take his floating holiday must notify his supervisor three (3) days in advance. Floating holidays will so far as practicable be granted at the time desired by the employee. The final right to allot the number of employees taking a floating holiday and to change such allotments is exclusively reserved to the Board in order to insure the orderly operation of the School District.

ARTICLE 21

VACATIONS-- SUPPORT STAFF

- A. All twelve-month secretaries and custodians in the employ of the Board on June 30 shall be entitled to vacation time according to the following schedule:

<u>Length of Service as of June 30</u>	<u>Vacation Days</u>
More than 4 months but less than 6	4 working days
More than 6 months but less than 12	8 working days
1 - 4 years	10 working days

After being employed by the Board for more than four (4) years, all twelve-month secretaries and custodians shall receive one (1) additional day for each year worked thereafter up to a maximum of twenty (20) days. Employees must take vacations to which they are entitled within the year following the year in which it was earned. Unused vacation days are not cumulative.

- B. Each eligible employee shall be requested to and shall specify the vacation period or periods he desires. Vacations will so far as practicable be granted at times most desired by employees and, in the event of conflicting requests by the employees, other factors being equal, on the basis of seniority of the employees. The final right to allot vacation periods and to change such allotments is exclusively reserved to the Board in order to insure the orderly and efficient operation of the School District.
- C. Any employee specifically granted vacation time and who shall resign or be relieved of his position, shall be entitled monetary reimbursement for unused vacation days provided he has been employed by the Board for more than one (1) year.
- D. Bus drivers, as hourly employees, shall receive no vacation time nor pay.

EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that only one teacher under tenure, designated by the Association will, upon request, be granted a leave of absence without pay and without accumulating credit on salary guide for a minimum of one school year and not exceeding two school years, for the purpose of engaging in activities of the Association or its affiliates. The commencement and termination of such leave shall coincide with the teacher's contract school year.
3. A leave of absence without pay of one or two school years may be granted to a teacher under tenure who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs with accumulation of credit on salary guide. The commencement and termination of such leave shall coincide with the teacher's contract school year.
- C. Unpaid Disability Leaves.
 1. Disability for the purpose of this section occurs when an employee is unable to perform any or all of his/her normal job functions.
 2. The following provisions are in addition to the employee's use of accumulated sick leave as outlined in Article 17.A and Article 18.A.1.a. above.
 3. Any employee who anticipates undergoing a state of disability, such as but not limited to surgery, hospital confinement, medical treatment or pregnancy may apply for a leave of absence based upon said disability in accordance with provisions hereinafter set forth.
 4. All employees anticipating a state of disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition which may result in disability is known.
 5. An employee desiring an unpaid disability leave shall provide the Board with a certificate concerning the disability from his/her physician. Said certificate shall review the nature of the disability and the anticipated commencement and termination dates for said disability. The Board may request that its physician, or a physician of its choosing confer with the employee's physician. The Board may require the employee to be examined by its own physician if recommended by the Board's physician after said conference. Said examination will be at the Board's expense.
 6. In all cases where there is a dispute or difference of opinion between the employee's physician and the Board physician, the two doctors will select a third, and the parties will be governed by the opinion of the third physician. Should the doctors not agree on such third doctor, he or she will be selected by the County Medical Society. The expense of the third physician will be shared by the parties.
 7. The employee requesting a leave under the provisions of C.8 and C.9 shall specify in writing the date on which he or she wishes to commence said leave and the date on which he or she wishes to return to employment following recovery from said disability.
 8. If the provisions of the foregoing sections have been met, the Board shall grant an unpaid leave of absence to an employee up to the balance of the year which concludes on June 30.
 9. The employee may seek an additional unpaid leave of absence of one full school year or less by making application to the Superintendent no later than April 1 of the school year in which the disability leave commenced. The application shall include the employee's statement as to the period of additional unpaid leave required; not to exceed one additional school year. It must be accompanied by a physician's statement pursuant to C.5.
 10. The provisions of C.7 et seq. shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any nontenured teacher beyond the end of the contract school year in which the leave is obtained.

11. Because the dates of termination may not coincide with natural divisions in the school calendar, the Board retains the right to set the return date for leaves under C.1 et seq. in order to avoid substantial interference with the administration of the schools or with the education of students. Said termination date shall not be delayed by the Board for longer than the nearest ending of a working period.

D. Temporary Disability Leave Due to Pregnancy.

1. Any pregnant employee will be deemed eligible for sick leave to the extent allowable or to utilize accumulated sick leave commencing with the 9th month of pregnancy or twenty (20) working days prior to the expected date of birth (whichever date occurs last) and shall continue until twenty (20) working days or one month after the birth of a child (whichever date occurs first).
2. If an employee shall file a certificate from her physician that she is disabled beyond the times stated in D.1 as a consequence of an abnormal pregnancy or birth, she shall be paid accumulated sick leave for the period of time she is so disabled. The Board shall have the right to have such employee examined by its own physician to confirm the existence of such disability. Disputes shall be resolved under the provisions of C.6.

E. Child-rearing Leave.

1. Applications for child-rearing leave shall be made by the employee to the Superintendent on forms provided by the Board at least three (3) months prior to the anticipated birth of the child.
2. Child-rearing leave shall be granted to tenured employees for the balance of the school year (concluding June 30) in which the child is born and for one additional school year. The tenured employee shall state whether he or she desires a leave solely for the balance of the school year in which the child is born or for an additional school year.
3. An employee who is on child-rearing leave under the provisions of E.2 may apply for and be granted an additional full school year of such leave. Application shall be made on the child-rearing leave form provided by the Board and shall be received by the Superintendent no later than the April 1st prior to the termination of the leave granted under E.2.
4. Any employee adopting a child shall be granted a child-rearing leave in conformity with the provisions of E.2 and E.3 which shall commence upon the date such employee obtains custody of the child. Notice shall be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible, and if not, as soon as practicable.
5. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated.
6. The Board shall not grant a child-rearing leave of absence to any nontenured employee beyond the end of the contract school year in which leave is obtained, and nothing in this article shall be construed to require the Board to offer a new contract for a new school year to any nontenured employee who would not otherwise have been offered such a contract.
7. Upon return from a child-rearing leave all benefits to which the employee was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored.

- F. If an employee works for more than one-half of their normal employment year before commencement of a leave under A., C., or E., upon return, they shall receive a full year's credit on the salary guides contained herein. The phrase "works" includes paid leave days.

G. The Board agrees that it will consider request for sabbatical leaves upon the following conditions:

1. Only one teacher under tenure may be granted a sabbatical leave for a period of one school year, during any single school year, and no sabbatical leaves shall be granted in the school year immediately following a school year in which a sabbatical leave has been in effect.

2. Salary shall be paid during a sabbatical leave at one-half of the salary to which such tenure teacher would otherwise be entitled. Such payments shall be the full compensation to be paid during said leave; no travel allowances shall be provided.
 3. No teacher shall be granted a sabbatical leave unless she or he shall have completed seven (7) full years in the Green Brook School System.
 4. Such sabbatical leave shall be only for the purpose of completing residency requirements for either a doctorate degree in education or an educational specialist's degree, and then only upon the determination of the Board that such advanced degree will benefit the Green Brook School System.
 5. Nothing herein shall require the Board to grant any sabbatical leave, and any such leave which may be granted shall first receive the approval of the Board upon recommendation of the Superintendent of Schools. The major criteria to be considered by the Board are:
 - a. how the advanced degree will benefit the Green Brook School System, and
 - b. the effect of such school year's absence upon the Green Brook School System.
 6. Each teacher accepting a sabbatical leave shall sign a contract with the Board agreeing to serve for at least two (2) years in the Green Brook School System after completion of the sabbatical leave.
- Military Leave. The Board will comply with the provisions of the applicable Federal and State statutes, as amended from time to time.

ARTICLE 23

UNIFORMS

- After the custodial employee completes sixty (60) days actually worked, the Board shall supply him, as soon as possible thereafter, with three (3) uniforms, which the Board shall select. Employees receiving such uniforms shall wear and be responsible for their cleaning maintenance.
- The Board shall supply three (3) additional uniforms per contract year.
- Outside custodians will have access to foul weather gear.
- Outside custodians will receive \$35.00 per year towards the purchase of safety shoes which they will be required to wear.

ARTICLE 24

EDUCATIONAL ASSISTANCE POLICY

Scape - To qualify for aid, teachers must hold standard or permanent certification for the work they are performing.

Aid - The Board of Education will pay toward the cost of tuition, in the amounts hereinafter set forth, for approved courses as hereinafter described, up to a maximum of fifteen credits per year, provided, however, that only up to nine credits may be taken during the school year, and further provided that evidence is given to the Board of satisfactory completion of and grade received in said courses. In order to receive reimbursement for courses taken during the second semester of a school year, a teacher must be on the payroll of the Board of Education as of September 1 of the following year.

- C. Amount - The reimbursement for satisfactory completion of an approved course shall be in the amount equal to 75% of the tuition for any course in which the teacher shall receive an A or B grade. There shall be no reimbursement for any course in which the teacher shall receive less than a B grade.
- D. Approved Courses - No course shall be considered to have been approved by the Board of Education unless and until the teacher concerned shall have made a request for approval of such course, in writing, to the school administrator and/or the Board of Education, and such approval shall have been given by such school administrator and/or Board of Education, prior to the enrollment in said course by said teacher. Such approved courses may be either academic or professional subject matter, and they must be of such nature that they could make a positive contribution to the teacher's excellence in performance within the scope of his employment within the Green Brook School System; recognizing the fact that certain courses which may not be directly within the scope of a teacher's employment, may be of value in preparing that teacher for another position in the Green Brook School System, the Board of Education upon recommendation of the Superintendent, may approve a course or courses not wholly within the scope of a teacher's existing position within the Green Brook School System where such course or courses, in the opinion of the Superintendent and the Board of Education, may be of future value to the Green Brook School System.

ARTICLE 25

PERSONNEL RECORDS

A. File

An employee shall have the right, upon request to review the contents of his personnel file and to receive copies of any documents contained in it. An employee shall be entitled to have a representative of his choosing accompany him during such a review.

B. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality or any material which could have an adverse effect on an employee's status shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

C. No Separate File

The Board shall not establish any separate personnel file which is not available for the employee's review except for pre-employment academic and experience references.

D. Termination of Employment

Final evaluation of an employee upon termination of his/her employment shall be concluded prior to any recommendation for severance and no documents and/or other material shall be placed in his/her personnel file of such teacher after severance.

ARTICLE 26

EVALUATION

A. Frequency

1. Non-tenured teachers shall be observed through classroom visitation by a certified supervisor at least three (3) times in each school year and tenured teachers at least one (1) time in each school year to be followed in each instance by a written evaluation report and by a conference between the teacher and his immediate supervisor. Each observation shall consist of at least a complete lesson in the elementary school and a full class period in the high school.
2. No more than one observation/classroom visitation required under 1. above shall occur on the same day. No required observation/classroom visitation shall occur prior to the completion of the evaluation conference following the previous observation/classroom visitation.
3. Evaluation conferences shall occur within ten (10) calendar days of the observation.

B. Open Evaluation

1. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

C. Copies of Evaluations

1. A teacher shall be given a copy of any evaluation report prepared by his/her evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

D. Reports - Evaluation reports shall be presented to each teacher in accordance with the following procedures:

1. Such reports shall be issued in the name of the evaluator. The evaluator is the person who observed the teaching performance as required heretofore in this Article.
2. Such reports shall be addressed to the teacher.
3. Such reports shall be written in narrative form and shall include, when pertinent:
 - a. Strengths of the teacher as evidenced during the period since the previous report.
 - b. Areas of improvement needed by the teacher as evidenced during the period since the previous report.
 - c. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

E. Final Evaluation

1. The end-of-the-year evaluation of a teacher shall be determined by a compilation of the required evaluations as provided in this Article.

ARTICLE 27

TRANSFERS AND REASSIGNMENTS

- A. Teachers who desire a change in grade and/or subject may file a written statement with the principal no later than April 1.

- B. The Superintendent shall deliver to the Association a list of known vacancies as they occur. This list shall also be posted in each school building.
- C. In the event that a teacher objects to a change in grade or subject assignment, he may meet with the principal if he makes a request to do so within five (5) calendar days of the notice of reassignment. In the event that the teacher is dissatisfied with the results of this meeting, he may meet with the Superintendent. At each meeting, he may be accompanied by a representative of his own choosing.
- D. No later than the last day of the school year, the Superintendent shall post in each school and deliver to the Association a systemwide grade and/or subject schedule.
- E. All teachers shall be given written notice of class and/or subject assignments, and room stations not later than June 5.
- F. In the event that changes in such schedules, class and/or subject assignment or room stations are made after the date set forth in "E" above, the teacher shall be notified promptly in writing and, upon the request of the teacher and the Association, the changes shall promptly be reviewed at a meeting between the Superintendent, principal, the teacher affected and a representative of his choosing.

ARTICLE 28

PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.
- B.
 - 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
 - 2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved. The Superintendent or his designee shall act in appropriate ways as liaison between the employee, the police and courts.
- C. Teachers shall not be required to drive students with the exception of school nurses in an emergency.

ARTICLE 29

EMPLOYEE - ADMINISTRATION LIAISON

- A. The Superintendent shall meet with the Association's representatives at least once a month during the school year to review and discuss the administration of this Agreement.
- B. There will be a monthly meeting between three (3) representatives of the Green Brook Board of Education and three (3) representatives of the Green Brook Education Association and one (1) representative from the Administration of the Green Brook School District if an administrator chooses to attend; this meeting shall be conducted on a mutually convenient evening for a period not to exceed four (4) hours.

ARTICLE 30

INSURANCE PROTECTION

- A. During the term of this Agreement, except as set forth in paragraph B, below, the Board will provide the health-care insurance protection for full-time employees as outlined in our present policies and as designated below. The Board shall pay the full premium for such full-time employee and his or her immediate family dependents.
1. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include but not necessarily be limited to:
- a. hospital room and board and miscellaneous costs,
 - b. Out-patient benefits,
 - c. laboratory fees, diagnostic expense and therapy treatments,
 - d. maternity costs,
 - e. surgical costs,
 - f. major medical coverage.
- B. As to part-time employees employed by the Board, the Board will pay the premiums for personal health-care insurance protection only in the proportion that their time of employment bears to the total school year subject to the limitations of H. below.
- C. As to all part-time employees employed by the Board, the Board will pay premiums for such protection for the families of such part-time employees but only in the proportion that their time of employment bears to the total school year subject to the limitations of H. below.
- D. The Board will make provisions for continuance of Major Medical insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association, the full cost to be borne by the retired person.
- E. When available, the Board will provide to each employee a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above.
- F. The Board will provide for continuance of payroll deductions for the teacher's pension and annuity funds.
- G. All full-time employees shall receive individual prescription coverage in an amount not to exceed \$50.00 per employee per year. Part-time unit employees over twenty (20) hours per week shall receive prorated coverage. For the purpose of this coverage, bus drivers who work twenty (20) hours or more per week are considered full-time employees.
- H. If a compensatory education teacher works more than twenty (20) hours per week, he/she shall receive prorated insurance coverage under A. 1, B., C., E., F. and G.

ARTICLE 31

DUES CHECKOFF

- A. The Board agrees to deduct the monthly Association membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted

and the individual employee names shall be certified to the Board by the Treasurer of the Association, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer of the Association after such deductions are made.

- B. Indemnity Clause. The provisions of this Article shall be effective in accordance and consistent with provisions of state and federal law. The Association shall indemnify the Board and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or reason of any action that shall be taken by the Board, for the purpose of complying with Section A. of this Article or in reliance on any list or notice which shall have been furnished to the Board under any such provisions.

ARTICLE 32

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be honored by the Board of Education and the Association for the duration of the Agreement.
- B. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.
- C. Nothing in this Agreement shall be construed as an offer of employment by the Board to any individual member of the Association; said offer of employment and its duration shall be made by the Board only in the form of a contract or offer of a contract to the individual in question and to that extent it shall supersede the provisions of the within Agreement.
- D. It is expressly understood by the parties that this Agreement shall not be construed as granting tenure to custodial employees as may be provided for under N.J.S.A. 18A:27-4.
- E. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement.
- If an individual contract contains any language inconsistent with this Agreement, except as it may pertain to Article 11, Section F., then this Agreement, during its duration, shall be controlling.
- F. Copies of this Agreement shall be reproduced within thirty (30) days after this Agreement is signed and presented to all teachers now employed or hereafter employed by the Board. Expense of the printing shall be shared equally by the Board and the Association.
- G. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provision(s) of this Agreement, either party shall do so with written notice of the following addresses:

1. If by Association, to:

The Board of Education of Green Brook
Green Brook High School
Green Brook, NJ 08812

2. If by Board, to:

Green Brook Education Association
P. O. Box 154
Dunellen, NJ 08812

ARTICLE 33

DURATION OF THE AGREEMENT

This Agreement shall be effective as of July 1, 1981, and shall continue in effect for all provisions until June 30, 1983. Negotiations will commence no later than October 1, 1982. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless extended by mutual agreement.

GREEN BROOK EDUCATION
ASSOCIATION:

Ernest A. Bellinane
President

Maureen K. Fulep
Vice President

GREEN BROOK BOARD OF
EDUCATION:

William J. Hillard
Chairperson, Negotiations Committee

John A. Anderson
Committee Members

EXHIBIT 1

TEACHERS

GREEN BROOK TOWNSHIP SCHOOL DISTRICT1981 - 1982 Salary Guide

STEP	B.A.	B.A.+ 30	M.A.	M.A.+ 30
1	12,000	12,300	13,000	13,300
2	12,572	12,871	13,571	13,871
3	12,934	13,255	14,004	14,325
4	13,512	13,856	14,657	15,001
5	14,267	14,611	15,412	15,756
6	14,645	14,988	15,790	16,133
7	15,211	15,554	16,355	16,699
8	15,814	16,158	16,959	17,303
9	16,380	16,724	17,525	17,869
10	16,979	17,322	18,124	18,467
11	17,576	17,920	18,721	19,065
12	18,174	18,517	19,319	19,662
13	18,891	19,234	20,036	20,379
14	19,488	19,832	20,633	20,977
15	20,086	20,430	21,232	21,575
16	20,811	21,154	21,956	22,299
17	21,565	21,908	22,710	23,056
18	22,533	22,876	23,677	24,021
19	23,532	23,876	24,677	25,021

Service Provisions:

All teachers with between 10 & 15 years in Green Brook will receive a \$300 increment.

All teachers with over 15 years in Green Brook will receive a \$500 increment.

EXHIBIT 2

TEACHERS

GREEN BROOK TOWNSHIP SCHOOL DISTRICT1982 - 1983 Salary Guide

STEP	B.A.	B.A.+ 30	M.A.	M.A.+ 30
1	12,600	12,900	13,600	13,900
2	13,140	13,440	14,140	14,440
3	13,766	14,065	14,765	15,065
4	14,162	14,483	15,232	15,553
5	14,795	15,139	15,940	16,284
6	15,622	15,966	16,767	17,111
7	16,036	16,379	17,181	17,524
8	16,656	16,999	17,800	18,144
9	17,317	17,661	18,462	18,806
10	17,936	18,280	19,081	19,425
11	18,592	18,935	19,737	20,080
12	19,247	19,591	20,392	20,736
13	19,901	20,244	21,046	21,389
14	20,686	21,029	21,831	22,174
15	21,382	21,726	22,527	22,871
16	22,182	22,526	23,328	23,671
17	23,283	23,626	24,428	24,771
18	24,282	24,625	25,427	25,773
19	25,474	25,818	26,619	26,963

Service Provisions:

All teachers with between 10 & 15 years in Green Brook will receive a \$300 increment.

All teachers with over 15 years in Green Brook will receive a \$500 increment.

ATHLETIC SALARY GUIDE1981 - 1982

<u>SPORT</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
FOOTBALL - Head	1350	1450	1600	1750	1900	2025
Assistant	750	800	900	1000	1170	1250
BASKETBALL - Head	1250	1375	1450	1550	1700	1800
Assistant (Boys & Girls)	725	800	850	900	1025	1125
BASEBALL - Head	1150	1250	1350	1450	1550	1650
Assistant	600	650	750	850	950	1025
TRACK - Head	1150	1250	1350	1450	1550	1650
Assistant	600	650	750	850	950	1025
CROSS COUNTRY	600	650	750	850	950	1025
GOLF	450	500	550	600	650	700
SOFTBALL - Head	1150	1250	1350	1450	1550	1650
Assistant	600	650	750	850	950	1025
WRESTLING - Head	1150	1250	1350	1450	1550	1650
Assistant	600	650	750	850	950	1025
TENNIS	600	650	750	850	950	1025
INTRAMURALS (per hour)	4.50	5.00	5.25	5.50	5.75	6.18
EQUIPMENT MANAGER			\$650			
PHOTO ADVISOR			\$4.00			
GAME FILMS			\$35.00			
TICKET TAKERS						
Football			\$15.65			
Basketball			\$12.78			
TIMEKEEPERS						
Freshman, 7th & 8th Grade			\$10.70			
Varsity & J.V.			\$17.09			

ATHLETIC SALARY GUIDE1982 - 1983

<u>SPORT</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
FOOTBALL - Head	1417	1522	1680	1837	1995	2126
Assistant	800	900	925	1050	1200	1352
BASKETBALL - Head	1312	1443	1522	1627	1750	1890
Assistant	825	900	950	1000	1120	1200
BASEBALL - Head	1207	1312	1417	1522	1627	1750
Assistant	675	735	840	950	1075	1150
TRACK - Head	1207	1312	1417	1522	1627	1750
Assistant	675	735	840	950	1075	1150
CROSS COUNTRY	675	735	840	950	1075	1150
GOLF	467	520	572	625	677	730
SOFTBALL - Head	1207	1312	1417	1522	1627	1750
Assistant	675	735	840	950	1075	1150
WRESTLING - Head	1207	1312	1417	1522	1627	1750
Assistant	675	735	840	950	1075	1150
TENNIS	675	735	840	950	1075	1150
INTRAMURALS (per hour)	4.75	5.25	5.50	5.75	6.00	7.00
EQUIPMENT MANAGER		\$650				
PHOTO ADVISOR		\$4.60				
GAME FILMS		\$40.00				
TICKET TAKERS						
Football		\$17.75				
Basketball		\$14.51				
TIMEKEEPERS						
Freshman, 7th & 8th Grade		\$12.14				
Varsity & J.V.		\$19.40				

EXHIBIT 4-B

EXTRA CURRICULAR ACTIVITY SALARY GUIDE1982 - 1983

<u>ACTIVITY ADVISOR/DIRECTOR</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
CLASS ADVISORS	203	229	277	325	350	375
Senior Class \$90 extra						
NATIONAL HONOR SOCIETY	203	229	277	325	350	375
AVA DIRECTOR H.S.	289	317	367	400	420	446
AVA DIRECTOR ELEM.	200	225	250	275	300	325
AVA CARRIER DISTRICT	317	343	389	415	445	490
NEWSPAPER	550	600	650	700	750	800
YEARBOOK	550	625	680	730	790	850
BAND DIRECTOR	650	700	750	800	850	900
BAND FRONT	415	514	650	664	710	761
SENIOR PLAY	289	348	429	457	489	525
MUSICAL	378	408	483	525	560	601
SAFETY PATROL	225	250	300	350	400	450
VARSITY & J.V.						
FOOTBALL CHEERLEADER	246	300	354	379	404	450
CHEERLEADER FRESHMAN	139	172	210	218	234	252
VARSITY & J.V.						
BASKETBALL CHEERLEADER	340	390	450	490	525	575
CHEERLEADER FRESHMAN	139	172	203	218	234	252
CHEERLEADER 7 & 8th GRADES	250	275	310	340	375	400
STUDENT COUNCIL	289	317	367	393	420	450
STAGE MANAGERS						
Per Play				\$163		
After 2 Plays				\$200		
CHESS CLUB				\$ 82		
ART CLUB				\$ 82		
FUTURE HOMEMAKERS				\$ 82		
ATTENDANCE OFFICE				\$385		

EXHIBIT 4-A

EXTRA CURRICULAR ACTIVITY SALARY GUIDE1981 - 1982

<u>ACTIVITY ADVISOR/DIRECTOR</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
CLASS ADVISORS	194	219	264	305	325	346
Senior Class \$90 extra						
NATIONAL HONOR SOCIETY	194	219	264	305	325	346
AVA DIRECTOR H.S.	276	302	350	375	400	425
AVA DIRECTOR ELEM.	150	175	200	225	275	300
AVA CARRIER DISTRICT	302	327	371	396	424	455
NEWSPAPER	455	506	586	626	668	725
YEARBOOK	500	550	600	650	700	750
BAND DIRECTOR	550	600	650	700	750	800
BAND FRONT	396	480	594	633	677	725
SENIOR PLAY	276	332	409	436	466	500
MUSICAL	360	389	460	500	534	573
SAFETY PATROL	200	225	275	325	375	425
VARSITY & J.V.						
FOOTBALL CHEERLEADER	235	286	338	361	385	412
CHEERLEADER FRESHMAN	133	164	194	208	223	240
VARSITY & J.V.						
BASKETBALL CHEERLEADER	300	350	400	430	460	500
CHEERLEADER FRESHMAN	133	164	194	208	223	240
CHEERLEADER 7 & 8th GRADES	225	250	275	300	325	350
STUDENT COUNCIL	276	302	350	375	400	420
STAGE MANAGERS						
Per Play		\$144				
After 2 Plays		\$176				
CHESS CLUB		\$ 72				
ART CLUB		\$ 72				
FUTURE HOMEMAKERS		\$ 72				
ATTENDANCE OFFICE		\$339				

EXHIBIT 5

CUSTODIAL SALARY GUIDESCHEDULE A:

	<u>1981-1982</u>		<u>1982-1983</u>	
	<u>CUSTODIAN</u>	<u>OUTSIDE MAN</u>	<u>CUSTODIAN</u>	<u>OUTSIDE MAN</u>
1	9,761	9,999	10,736	10,974
2	10,046	10,284	11,021	11,259
3	10,331	10,569	11,306	11,544
4	10,641	10,879	11,591	11,829
5	10,980	11,218	11,901	12,139
6	11,318	11,556	12,240	12,478
7	11,657	11,895	12,578	12,816
8	12,002	12,239	12,917	13,155
9	12,346	12,584	13,262	13,499
10	12,691	12,928	13,606	13,844
11	13,030	13,267	13,951	14,188
12	13,374	13,612	14,290	14,527
13	13,718	13,956	14,634	14,872
14	14,063	14,301	14,978	15,216
15			15,323	15,561

Shift Differential 15¢ per hour.

Boiler License: \$225.00 per contract year.

Custodians who receive their van license will receive \$100.00.

All new employees may be hired at ten percent (10%) less than the applicable step on the guide. After sixty (60) working days their salary will be increased to the minimum of their applicable step on the guide.

CLERICAL SALARY GUIDESCHEDULE B:

	<u>1981-1982</u>	<u>1982-1983</u>
Kasper	\$9,607	\$10,616
Grimaldi	\$9,435	\$10,426
Rosner	\$12,766	\$14,106

BUS DRIVER SALARY GUIDE

<u>SCHEDULE C:</u>	<u>1981-1982</u>	<u>1982-1983</u>
Hourly Rate	\$5.89	\$6.51

All new bus drivers may be hired at twenty-five(25) cents less than the applicable hourly rate. After sixty (60) working days, their salary will be increased to the minimum applicable hourly rate.

Bus drivers shall receive \$8.00 per week to clean vans.

